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**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA**

Richard Hadsell,  Plaintiff,  v.  CACH and Mandarich Law Group, LLP,  Defendants.	<b>Case No: 12-CV 0235 L RBB</b>  <b>DECLARATION OF RICHARD              HADSELL IN SUPPORT OF              PLAINTIFF'S MOTION FOR              PARTIAL SUMMARY              JUDGMENT</b>  <b>Date: April 29, 2013</b> <b>Time: 10:30 AM</b> <b>Courtroom 5B</b> <b>Judge: Hon. M. James Lorenz</b>
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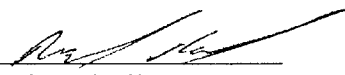
1. I, Richard Hadsell, hereby declare under penalty of perjury, and pursuant to the laws of the State of California and the United States, that the foregoing is true and correct.
2. If called as a witness, I would competently testify to the matters herein from my own personal knowledge.
3. I am the plaintiff in this matter.

HYDE & SWIGART  
San Diego, California

- 1 4. On or about December 30, 2011, Defendants sued me in state court for a debt  
2 they claimed I owed to Defendant, CACH, allegedly rising from a credit card  
3 allegedly transferred from FIA and/or Bank of America.
- 4 5. Subsequently, I was directly served with a summons and complaint in the  
5 State court matter.
- 6 6. In the State action against me, Defendants falsely alleged that I owed a debt  
7 which accrued interest at the rate of 10%, an interest rate, which was in  
8 excess of the agreement I entered into with FIA and/or Bank of America.
- 9 7. As evidenced by the documents produced by CACH through FIA and/or Bank  
10 of America, the interest rate which was contracted for was 8.9% for  
11 purchases.
- 12 8. Attached hereto as Exhibit A to my declaration is what appears to be a true  
13 copy of a statement sent to me by FIA and/or Bank of America on or about  
14 January 2010. On page 3 of Exhibit A, it is clear that the contract rate for  
15 purchases (which on this statement from FIA and/or Bank of America appears  
16 to be \$4,972.89) is 8.9%.
- 17 9. Attached hereto as Exhibit B to my declaration is what appears to be a true  
18 copy of a statement sent to me by FIA and/or Bank of America on or about  
19 January 2011. On page 3 of Exhibit B, it is clear that the contract rate for  
20 purchases (which on this statement from FIA and/or Bank of America appears  
21 to be \$5,552.15) is 8.9%. I did not believe I received any additional  
22 statements from FIA and/or Bank of America concerning this account after  
23 the January 2011 date.
- 24 10. I never agreed to modify this rate, to a rate of 10%, and have disputed this  
25 increased, incorrect, interest rate throughout the entire State court proceedings  
26 and this proceeding as well. Additionally, I never received any notices or  
27 communications from FIA and/or Bank of America that they were modifying  
28 the agreed upon rate of 8.9% to an increased rate of 10%.

1 11. I declare nothing further.  
2

3 Date: 3-11-13

By: 

4 Richard Hadsell  
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